

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482823

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT REEL/FRAME 5980/0394		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SunTrust Bank		07/19/2018	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	TORONTO DOMINION (TEXAS) LLC		
Street Address:	E&Y TOWER, 222 BAY STREET		
Internal Address:	15TH FLOOR		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5K1A2		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2512293	ACCESSLINE	
Registration Number:	2512292	ACCESSLINE COMMUNICATIONS	
Registration Number:	3789320	BPS	
Registration Number:	4414554	CALLSCAPE	
Registration Number:	3789319	EXCHANGE CONCIERGE	
Registration Number:	3401543	HOSTPILOT	
Registration Number:	2615408	HOSTPILOT	
Registration Number:	3684861	INTERMEDIA	
Registration Number:	4983726	INTERMEDIA APPID	
Registration Number:	3505193	MESSAGEMIRROR	
Registration Number:	4136117	SECURISYNC	
Registration Number:	4227927	SECURISYNC	
Registration Number:	4136118	USERPILOT	
Registration Number:	4251666	USERPILOT	
Registration Number:	2501931	SMART OFFICE	
CORRESPONDENCE DATA			
Fax Number:			

OP \$390.00 2512293

TRADEMARK

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212.318.6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: 200 Park Avenue, 28th Floor
Address Line 2: c/o Paul Hastings LLP
Address Line 4: New York, NEW YORK 10116

ATTORNEY DOCKET NUMBER:	F178197
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NAME OF SUBMITTER:	Alana Gramer
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SIGNATURE:	/Alana Gramer/
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DATE SIGNED:	07/20/2018
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT
(TRADEMARKS)

THIS INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT (TRADEMARKS) (this “**Agreement**”) is made and entered into as of July 19, 2018, by SUNTRUST BANK (“**SunTrust**”), as the exiting administrative agent (in such capacity, “**Assignor**”), in favor of TORONTO DOMINION (TEXAS) LLC (“**TD**”), as the successor administrative agent (in such capacity, “**Assignee**”).

WITNESSETH

WHEREAS, Intermedia Holdings, Inc., a Delaware corporation (“**Parent Borrower**”), Intermedia.net, Inc., a Delaware corporation (“**Intermedia**”), Intermedia Voice Services, Inc., a Delaware corporation (“**Intermedia Voice**”) and AccessLine Communications Corporation (“**AccessLine**” and collectively with the Parent Borrower, Intermedia, Intermedia Voice and each wholly-owned Restricted Subsidiary that is a party thereto from time to time as a borrower, the “**Borrowers**” and each a “**Borrower**”), Ivy Intermediate Holdings, Inc., a Delaware corporation (“**Holdings**”), the other Guarantors party thereto from time to time, Assignor, in its capacity as administrative agent, and the Lenders and other parties from time to time party thereto are parties to that certain First Lien Credit Agreement, dated as of February 1, 2017 (the “**Existing Credit Agreement**”);

WHEREAS, the Borrowers, Holdings, the Guarantors, Assignor, Assignee and the other parties signatories thereto are parties to the Amendment to Existing Credit Agreement, dated as of the date hereof (the “**Amendment**”), pursuant to which, *inter alia*, the parties thereto agreed to amend and restate the Existing Credit Agreement in the form of the Amended and Restated Credit Agreement, dated as of the date hereof (the “**Restated Credit Agreement**”) by and among the Borrowers, Holdings, the Guarantors, Assignor, as resigning administrative agent, Assignee, as successor administrative agent, and the other parties party thereto from time to time;

WHEREAS, Assignor is party to that certain First Lien Trademark Security Agreement, dated as of February 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), among Intermedia, Accessline (together with Intermedia, collectively, the “**Grantors**”) and Assignor;

WHEREAS, pursuant to the Trademark Security Agreement, each Grantor has granted to Assignor a security interest in all of its right, title and interest in and to certain Trademark Collateral owned by such Grantor including, without limitation, a continuing security interest in and to the trademark registrations and applications listed on Schedule I hereto (collectively, the “**Collateral**”);

WHEREAS, pursuant to Amendment, Assignor resigned as administrative agent under the Loan Documents and Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative agent under the Restated Credit Agreement and the other Loan Documents; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor’s right, title and interest under the Trademark Security Agreement, including, without limitation, Assignor’s security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Restated Credit Agreement, Security Agreement or the Trademark Security Agreement, as applicable.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee, without recourse, representation or warranty, all of its right, title and interest in and to the Trademark Security Agreement, without limitation, its security interest in the Collateral, and Assignee does hereby accept and assume all of such right, title, interest and security interests.

3. Acknowledgment of Grantors. Each Grantor hereby (i) confirms its grant to Assignee of a security interest in the Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Restated Credit Agreement) and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in the Collateral are more fully set forth in the Trademark Security Agreement.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

SUNTRUST BANK, as the exiting
administrative agent

By: 

Name: Nicholas Hahn

Title: Managing Director

[Signature Page to IP Security Interest Assignment Agreement - Trademarks]

TRADEMARK
REEL: 006386 FRAME: 0862

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

SUNTRUST BANK, as the exiting
administrative agent

By: _____
Name :
Title:

ASSIGNEE:

TORONTO DOMINION (TEXAS) LLC,
as the successor administrative agent

By: _____
Name:
Title:

Acknowledged and agreed to as of
the date first written above:

INTERMEDIA.NET, INC.

By:  _____
Name: Michael Gold
Title: President and Chief Executive Officer

**ACCESSLINE COMMUNICATIONS
CORPORATION**

By:  _____
Name: Michael Gold
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

SUNTRUST BANK, as the exiting
administrative agent

By: _____

Name :

Title:

ASSIGNEE:

TORONTO DOMINION (TEXAS) LLC,
as the successor administrative agent

By: 

Name:

Title:

**ALICE MARE
AUTHORIZED SIGNATORY**

Acknowledged and agreed to as of
the date first written above:

INTERMEDIA.NET, INC.

By: _____

Name:

Title:

**ACCESSLINE COMMUNICATIONS
CORPORATION**

By: _____

Name:

Title:

SCHEDULE I
TRADEMARKS

U.S. Trademark Registrations and Applications

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
ACCESSLINE	76130563	09/18/2000	2512293	11/27/2001	AccessLine Communications Corporation
ACCESSLINE COMMUNICATIONS	76130562	09/18/2000	2512292	11/27/2001	AccessLine Communications Corporation
BPS	77684474	03/05/2009	3789320	05/18/2010	Intermedia.net, Inc.
CALLSCAPE	85866242	03/04/2013	4414554	10/08/2013	AccessLine Communications Corporation
EXCHANGE CONCIERGE	77684456	03/05/2009	3789319	05/18/2010	Intermedia.net, Inc.
HOSTPILOT	77239208	07/26/2007	3401543	03/25/2008	Intermedia.net, Inc.
HOSTPILOT	78041127	12/29/2000	2615408	09/03/2002	Intermedia.net, Inc.
INTERMEDIA	77210423	06/20/2007	3684861	09/22/2009	Intermedia.net, Inc.
INTERMEDIA APPID	86218822	03/12/2014	4983726	06/21/2016	Intermedia.net, Inc.
MESSAGEMIRROR	77433162	03/27/2008	3505193	09/23/2008	Intermedia.net, Inc.
SECURISYNC	85078195	07/06/2010	4136117	05/01/2012	Intermedia.net, Inc.
SECURISYNC	85977125	07/06/2010	4227927	10/16/2012	Intermedia.net, Inc.
USERPILOT	85078202	07/06/2010	4136118	05/01/2012	Intermedia.net, Inc.
USERPILOT	85977198	07/06/2010	4251666	11/27/2012	Intermedia.net, Inc.
SMART OFFICE	76130569	09/18/2000	2501931	10/30/2001	AccessLine Communications Corporation